

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff number 1 contains the descriptions, regulations, and rates applicable to the furnishing of alternative local exchange telecommunications services provided by PLG North Inc. ("PLG North"), with principal offices at One Kendall Square, Cambridge, MA 02139. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 607 KAR 5.011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: September 26, 2001

Effective: October 26, 2001

Issued By: Stan Kugell
Vice President
PLG North, Inc.
One Kendall Square
Cambridge, MA 02139-0035

CHECK SHEET

The sheets listed below, which are inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEETREVISION1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
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26
27
28

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TABLE OF CONTENTS

<u>CHECK SHEET</u>	2
<u>TARIFF FORMAT</u>	10
<u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u>	11
<u>SECTION 2 - RULES AND REGULATIONS</u>	13
2.1. <u>Undertaking of the Company</u>	13
2.2. <u>Limitations</u>	14
2.3. <u>Liabilities of the Company</u>	15
2.4. <u>Rules for Interoperating Carriers</u>	16
2.5. <u>Deposits</u>	18
2.6. <u>Advance Payments</u>	19
2.7. <u>Taxes</u>	19
2.8. <u>Responsibilities of the Customer</u>	19
2.9. <u>Employee Concessions</u>	20
2.10. <u>Customer Billing Inquiries</u>	20
<u>SECTION 3 - DESCRIPTION OF SERVICE</u>	21
3.1. <u>Timing of Calls</u>	21
3.2. <u>Billing Increments</u>	21
3.3. <u>Rounding</u>	21
3.4. <u>Minimum Call Completion Rate</u>	22
3.5. <u>Local Exchange Service</u>	22
3.6. <u>Emergency Services (Enhanced 911)</u>	22
<u>SECTION 4 - RATES</u>	22
4.1. <u>Applicable</u>	22
4.2. <u>Availability of Services</u>	23
4.3. <u>Local Exchange Service Rates (per month)</u>	23
4.4. <u>Charges for Operator Services</u>	23
4.5. <u>Minimum Charge</u>	23

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<u>4.6.</u>	<u>Delayed Payment and Returned Check Charge</u>	23
<u>4.7.</u>	<u>Restoration of Service</u>	23
<u>4.8.</u>	<u>Special Promotions</u>	24
<u>4.9.</u>	<u>Operator and Directory Assistance For Handicapped</u> <u>Persons</u>	24
<u>4.10</u>	<u>Bill Format</u>	24

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INDEX

- | | |
|----------------------------------------------------|----------------------------------------------------------------------------|
| 2.10. <u>Customer Billing Inquiries</u> , 20 | 4.2. <u>Availability of Services</u> , 24 |
| 2.2. <u>Limitations</u> , 14 | 4.3. <u>Local Exchange Service Rates (per month)</u> , 24 |
| 2.3. <u>Liabilities of the Company</u> , 15 | 4.5. <u>Returned Check Charge</u> , 24 |
| 2.4. <u>Rules for Interoperating Carriers</u> , 17 | 4.6. <u>Restoration of Service</u> , 25 |
| 2.5. <u>Deposits</u> , 19 | 4.7. <u>Special Promotions</u> , 25 |
| 2.6. <u>Advance Payments</u> , 19 | 4.8. <u>Operator and Directory Assistance For Handicapped Persons</u> , 25 |
| 2.7. <u>Taxes</u> , 19 | <u>EXPLANATION OF SYMBOLS</u> , 9 |
| 2.8. <u>Responsibilities of the Customer</u> , 19 | <u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u> , 11 |
| 2.9. <u>Employee Concessions</u> , 20 | <u>SECTION 3 - DESCRIPTION OF SERVICE</u> , 22 |
| 3.1. <u>Timing of Calls</u> , 22 | <u>SECTION 4 - RATES</u> , 24 |
| 3.2. <u>Billing Increments</u> , 22 | <u>TARIFF FORMAT</u> , 10 |
| 3.3. <u>Rounding</u> , 22 | <u>Undertaking of the Company</u> , 14 |
| 3.4. <u>Minimum Call Completion Rate</u> , 22 | |
| 3.5. <u>Local Exchange Service</u> , 22 | |
| 3.6. <u>Emergency Services (Enhanced 911)</u> , 22 | |
| 4.1. <u>Applicable</u> , 24 | |

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | | |
|---|---|--------------------------------------------------------------|
| D | - | Delete or Discontinue |
| I | - | Change Resulting In An Increase to A Customer's Bill |
| M | - | Moved from Another Tariff Location |
| N | - | New Rate or Regulation |
| R | - | Change Resulting In A Reduction to A Customer's Bill |
| T | - | Change in Text or Regulation But No Change In Rate or Charge |

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Kentucky PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. COMMISSION OF KENTUCKY EFFECTIVE the format, etc. remains the same, just revised revision levels on some pages).

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The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Kentucky PSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this price sheet are defined below.

1.1. Access Line

An arrangement which connects the calling customer's location to a Company network switching center or a switching center of one of the Company's underlying carriers.

1.2. Authorization Code

A numerical code, one or more of which are available to a customer to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

1.3. Called Station

Denotes the terminating point of a call (i.e., the called telephone number).

1.4. Company

PLG North, Inc. ("PLG North").

1.5. Customer

The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and for compliance with the Company's tariff regulations.

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1.6. Day

From 8:00 AM up to but not including 5:00 PM local time at the originating terminal on Monday through Friday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS- CONTINUED

1.7. End User

A person initiating an intrastate telephone call using the services of the Company.

1.8. Evening

From 5:00 PM up to but not including 11:00 PM local time at the originating terminal on Sunday through Friday.

1.9 Interoperating Calls

Calls placed by the end users or customers of an Interoperating Carrier, terminated to or switched through the Company or Subscriber, and creating a chargeable event that is billed to the customer or end users of the Interoperating Carrier.

1.10 Interoperating Carrier

Any telecommunications service provider whose customers access or use any equipment, service or facility offered by the Company or Subscribers of the Company.

1.11. LATA - (Local Access and Transport Area)

A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange telephone company provides communication services.

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1.12. LEC - Local exchange telephone company.

1.13. Night/Weekend

From 11:00 PM up to but not including 8:00 AM on Sunday through Friday, and 8:00 AM on Saturday up to but not including 5:00 PM Sunday.

1.14. Subscriber

A customer of the Company to whom the Company provides services which may be billed to end users or customers of Interoperating Carriers by the Company or the Interoperating Carriers.

1.15. Underlying Carrier

A facilities based provider of telecommunication services from whom the Company acquires services which it resells to its customers.

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company.

2.1.1. The Company provides telecommunications services throughout the State of Kentucky through the resale of services offered by other authorized carriers.

2.1.2. The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer or Interoperating Carrier shall be responsible for all charges due for such service arrangements.

2.1.3. The Company's services and facilities are provided both on a casual and on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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- 2.1.4. The Company will provide access to 911 services to every residential end user telephone connected to its network when that service is otherwise temporarily disconnected for non-payment.
- 2.1.5. The Company will provide the same level of service repair response times, installation response times and call completion rates as those of its underlying carriers, and otherwise required by law. The Company's installation response and call completion rates may be adversely impacted by technical shortages and limitations on service imposed by underlying carriers.

2.2. Limitations

- 2.2.1. Certain operator assistance functions are referred to a local exchange operator.
- 2.2.2. Service is offered subject to the availability of facilities and the provisions of this tariff.
- 2.2.3. The Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; or when the end user or Subscriber is using service in violation of the law or the provisions of this tariff.
- 2.2.4. Neither end users nor Subscribers may use the services furnished by the Company in violation of any law or any provision of this tariff.
- 2.2.5. The Company's provision of service is contingent on its ability to obtain services and facilities from other carriers, and interconnect with other carriers.

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2.3. Liabilities of the Company

2.3.1. Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.

2.3.2. In no event will Company be responsible for consequential damages or lost profits suffered by a customer, Subscriber, Interoperating Carrier or end user as a result of interrupted or unsatisfactory service, any other aspect of service provision by Company, or aspect or omission of Company.

2.3.3. Company is not liable for any act or omission of any other company, companies or Subscribers furnishing services or a portion of any service. No agents or employees of other carriers, companies or Subscribers shall be deemed to be agents or employees of Company.

2.3.4. Company shall be indemnified and held harmless by a customer, Subscriber, Interoperating Carrier or end user against:

2.3.4.A. Claims for libel, slander or infringement of copyright or trademark arising out of the material, data, information or other content transmitted over Company's channels or facilities;

2.3.4.B. Patent infringement claims arising from combining or connecting carrier-furnished channels with apparatus and systems of the customer; and

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- 2.3.4.C. All other claims arising out of any act or omission of a customer, end user, Interoperating Carrier or Subscriber in connection with any service provided by Company.
- 2.3.5. Company is not liable for any act or omission of any other company of companies, including, but not limited to any LEC, Interoperating Carrier, Subscriber or underlying carrier furnishing a portion of the service.
- 2.3.6. Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.3.7. Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company without written authorization.
- 2.4. Rules for Interoperating Carriers
- 2.4.1 Each Interoperating Carrier shall reimburse the Company for the cost of any calls placed, or services used, by any of its customers, end users or subscribers via the Company's network, or terminated to the Company or its Subscribers, unless the Interoperating Carrier has timely submitted blocking requests as set forth in this section.

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- 2.4.2 At intervals determined by the Company, the Company shall invoice Interoperating Carriers for Interoperating Calls not billed directly to the customers or end users of the Interoperating Carrier.
- 2.4.3 The Interoperating Carrier is under no obligation to bill or collect from its customers or end users for Interoperating calls. In the event that the Interoperating Carrier desires to seek reimbursement from its customers or end users for Interoperating Calls, and on written request of the Interoperating Carrier to the Company, the Company will provide sufficient call detail to the Interoperating Carrier for it to seek reimbursement from its customers or end users. The call detail will be provided by the Company in industry standard EMI format, as determined by the Company, limited to the following data fields: type of call, date and time of call, billed number, and cost of call. The Company may provide, at its sole discretion and when technically feasible, additional call detail information.
- 2.4.4 In no event shall the Company be liable to any Interoperating Carrier for Interoperating Calls, or direct, indirect, consequential or other costs, and Interoperating Carriers shall indemnify and hold harmless the Company for all costs and expenses, including legal fees and interest.
- 2.4.5 In the event that an Interoperating Carrier is a direct or indirect CMDS participant, the Company may, at its discretion, transmit call detail data to that Interoperating Carrier via CMDS.
- 2.4.6 An Interoperating Carrier may, at its option, provide the Company with a list of end users or customers of the Interoperating Carrier who have specifically requested blocking from access to long distance, collect calling, third number billing, enhanced and information services including voice mail, Telemessaging or pay-per-call services. The Company will block access to the end users or customers, for the services, identified by the Interoperating Carrier, to the extent technically feasible. All blocking information must be supplied to the Company in the manner and format specified by the Company, and must be supplied in a timely manner.

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- 2.4.7 The Company may establish, at its sole discretion, data formats and update intervals for the transmission and refreshing of blocking data. Notice of such updates may be provided by the Company on the Web or under such other notification method as the Company, in its sole discretion, may choose. Interoperating Carriers shall provide data and updates in the format, manner and time intervals determined by the Company.
- 2.4.8 Each Interoperating Carrier represents and warrants, in each blocking request submission to the Company, that it will not identify any end user or customer as blocked unless that end user or customer has specifically requested blocking, and the Interoperating Carrier also blocks all long distance, collect, third number billed, enhanced and information service calls by the each identified end user or customer to all enumerated services provided by any other carrier, including the Interoperating Carrier. The Company may require proof of end user request prior to implementing blocking, and Interoperating Carrier must supply this information before blocks are effective.
- 2.4.9 The obligations of Interoperating Carriers apply regardless of the service type of the Interoperating Call, or access methods, trunks, facilities or equipment used. Interoperating Carriers shall not request, nor shall the Company be obligated to disclose, the Company's network operation or design criteria, marketing plans or methods, services, customer lists, access methods, facilities or equipment.
- 2.4.10 Interoperating Carriers agree to resolution of any disputes regarding Interoperating Calls to binding arbitration pursuant to the AAA rules for three arbitrator dispute resolution. In the event an Interoperating Carrier seeks judicial resolution of any dispute where the Company is a party, the Interoperating Carrier shall post a bond sufficient to cover the legal fees, costs and any damages that may be sustained by the Company.

2.5. Deposits

The Company does not currently require a deposit.

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2.6. Advance Payments

The Company does not currently require an advance payment.

2.7. Taxes

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8. Responsibilities of the Customer

2.8.1. The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Company facilities or services. The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.

2.8.2. The customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices.

2.8.3. If the customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other customers, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the customer's service.

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2.8.4. The Customer may not transfer or assign the use of service without the written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of service or facilities.

2.8.5 The Company offers no exclusion for specific services.

2.9. Employee Concessions

The Company offers no special employee concessions.

2.10. Customer Billing Inquiries

2.10.1. For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the Customer of installation and testing of the Customer's service.

2.10.2. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.

2.10.3. Monthly charges will be billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

2.10.4. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill.

2.10.5. If written notice of a dispute as to charges is not received by the Company

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within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end user.

2.10.6. (Reserved for Future Use.)

2.10.7. Any customer who has a question regarding his/her telephone bill may contact Customer Service, PLG North, Inc., One Kendall Square, Cambridge, Massachusetts 02139-0035. In the event that the Company does not resolve an issue to the Customer's satisfaction, the Customer may contact the Commission at:

Kentucky Public Service Commission
Consumer Services Division
211 Sower Blvd.
Frankfort, KY 40601
502-564-3940
1-800-772-4636
Fax (502-564-7397)

SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

The customer is billed a flat monthly charge for service. The customer is also billed by the Company for all charges to operator services.

3.2. Billing Increments

The Company bills a monthly charge for local exchange services.

3.3. Rounding

The Company rounds the length of call up to the nearest minute unless otherwise specified.

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SECTION 4(1)

BY Stan Kugell
SECRETARY OF THE COMMISSION

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Vice President
PLG North, Inc.
One Kendall Square
Cambridge, MA 02139-0035

3.4. Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services.

3.5. Local Exchange Service

The Company's Local Telephone Service enables Customers to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in Customer's area;
- Where available, place or receive calls to 800 telephone numbers;
- Access to Kentucky relay service for hearing impaired; and
- Access to operator services.

3.6. Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

SECTION 4 - RATES

This section sets forth the rates and charges of the Company.

4.1. Applicable

This tariff is applicable, and services provided in, all local service areas within Kentucky where the Company is provided, on a timely basis, access to incumbent carrier lines for resale.

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4.2. Availability of Services.

Service is only available to business customers.

4.3. Local Exchange Service Rates (per month).

Business \$150/per month
 \$1.00/per call

4.4 Charges for Operator Services.

All collect, SafeCall™, operator service, operator assistance and Option 1 calling card calls are billed at a rate of \$4.40 for the first minute and at a rate of \$0.45 per minute thereafter (See Rate Table).

FIXED SERVICE CHARGES

Calling Card	\$0.00
Collect	\$0.00
Credit Card	\$0.00
Person to Person	\$0.00
Third Party	\$0.00
Operator Assisted	\$0.00

4.5. Minimum Charge.

Business: \$200/per month

4.6. Delayed Payment and Returned Check Charge.

The Company reserves the right to assess up to a \$20 charge for each returned check. Delayed payments are subject to interest at 1 ½% per month.

4.7. Restoration of Service

The Company does not currently charge a restoration of service charge.

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4.8. Special Promotions

The Company may from time to time offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

4.9. Operator and Directory Assistance For Handicapped Persons

Operator surcharges for handicapped persons will be waived for operator assistance provided to a caller who identifies himself as being handicapped and unable to dial the call because of a handicap.

4.10 Bill Format**PLG North, Inc.**

PLG North, Inc.
One Kendall Square
Cambridge, MA 02139

Bill Date

Account #
Credit Limit

Total Amount Due \$

THANK YOU FOR USING PLG NORTH – WE APPRECIATE YOUR BUSINESS
Please return this page with your remittance

PLG North
One Kendall Square
Cambridge, MA 02139

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One Kendall Square
Cambridge, MA 02139-0035

PLG North, Inc.**INVOICE**

Name

Bill date

Phone #

Account Number

Charges

Credits

Previous Balance

\$

Payment Received Thank You

Charges Against Previous Bill

Credits to Previous Bill

Balance Forward

\$

Monthly Charges

Calling Services

Federal Tax

State & Local Taxes/Surcharges

Total New Charges

Total Amount Due

\$

For Questions About Your Bill Please Call 1-800-915-1234

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PLG North, Inc.

CALL DETAIL FOR (NAME)

ACCOUNT
PAGE

DATE	TIME	RATE	FRM	DESTINATION	DIALED NUMBER	MIN	COST
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